

IN THE COUNTY COURT AT BRISTOL

Claim No. B01BS589

MAURICE JOHN KIRK BVSc

Claimant

- and -

JEFFREY MATTHEWS

Defendant

PARTICULARS OF CLAIM

1. The Claimant was detained in HM Prison Cardiff and Swansea from April 2014 almost until his release in March 2015.
2. The Defendant visited the Claimant in HM Prison Cardiff and Swansea during 2014 and 2015 and orally agreed to act as the Claimant's agent regarding the collection of rents to 2 tenants who had been let Assured Shorthold tenancies by the Claimant at his property at 49 Tynewydd Road, Barry CF62 8AZ from Housing Benefit paid by Barry Council.
3. The Claimant's claim is for account and/or for the return of money owed to the Claimant and/or breach of account and/or contract and/or monies had and received by the Defendant to the use of the Claimant of £14,040 in respect of the Housing Benefit sent to the Claimant by Barry Council on behalf of the tenants at 49 Tynewydd Road, Barry CF62 8AZ and £9,000 collected by the Defendant unlawfully and unauthorised by the Claimant from the Cardiff based car dealer.

4. The Defendant agreed orally with the Claimant to pay the Claimant the accrued rental payments in respect of the tenants at 49 Tynewydd Road, Barry CF62 8AZ on his release from prison, minus reasonable expenses.
5. Wrongly and/or in breach of account and/or contract, the Defendant has failed to pay the total money owed amounting to £23,040 to the Claimant.
6. The Claimant attended the Defendant's address on several occasions during May and June 2015 regarding the payment of the rental payments regarding 49 Tynewydd Road, Barry CF62 8AZ after his release from Swansea Prison, and the Defendant totally ignored his requests in consequence thereof.
7. Further, the Defendant wrongly obtained rental monies of £9,000 due to the Claimant from the Cardiff based Car Dealer by obtaining cheques from the car dealer made out to him in his name.
8. The Claimant has thereby suffered loss and damage.

PARTICULARS OF LOSS AND DAMAGE

- (1) The sum of £14,040 regarding the rental income from the Assured Shorthold tenancies at the Claimant's property at 49 Tynewydd Road, Barry CF62 8AZ.
 - (2) The sum of £9,000 regarding the rental income from the car dealer at Marriot House, Penarth Road, Cardiff.
9. The Claimant therefore claims:
- (1) £14,040 for rental payments collected on the Claimant's behalf by the Defendant from tenants at 49 Tynewydd Road, Barry, CF62 8AZ and/or Barry Council payable to and/or on behalf of the said tenants by Housing Benefit as money owed to the Claimant and/or breach of account and/or contract and additional £1,200 interest incurred on unpaid sums.

- (2) £9,000 for rental payments collected without the Claimant's authorisation from the Cardiff Car Dealer as money owed to the Claimant and/or breach of account.

Further or in the alternative:

- (3) £14,040 being money payable by the Defendant to the Claimant for rental payments collected on the Claimant's behalf by the Defendant from tenants at 49 Tynewydd Road, Barry, CF62 8AZ and/or Barry Council payable to and/or on behalf of the said tenants by Housing Benefit as money had and received to the use of the Claimant and additional £1,200 interest incurred on unpaid sums.
- (4) £9,000 being money payable by the Defendant to the Claimant for rental payments collected without the Claimant's authorisation from the Car Dealer as money had and received to the use of the Claimant.

Further or in the alternative:

- (5) Damages of £14,040 for breach of an oral contract made on or about November 2013 made between the Claimant and the Defendant to collect rental payments due to the Claimant from tenants at 49 Tynewydd Road, Barry, CF62 8AZ and/or Barry Council payable to and/or on behalf of the said tenants by Housing Benefit and to pay the Claimant the said rental payments and additional £1,200 interest incurred on unpaid sums.
- (6) Punitive Damages pursuant to J Matthews having committed premeditated theft as a police informant.
- (7) Interest thereon being the contractual rate of 8% *per annum*, from the date of issue of the Claim until judgment or sooner payment pursuant to section 69(1) of the County Courts Act 1984 to be assessed by this Honourable Court as it deems fit.
- (8) Further or other relief.

Dated 17 July 2015

The Claimant believes that the facts stated in these Particulars of Claim are true.

Signed

A handwritten signature in blue ink, appearing to read 'Maurice J Kirk BVSc', with a horizontal line underneath.

MAURICE JOHN KIRK BVSc

IN THE COUNTY COURT AT BRISTOL

Claim Number B01BS589

B E T W E E N

MAURICE JOHN KIRK BVSc Claimant

- and -

JEFFREY MATTHEWS Defendant

PARTICULARS OF CLAIM

Maurice John Kirk BVSc,
124 Cheltenham Road,
Bristol
BS6 5RW
Claimant